

62961

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 2nd day of May, 1977, by and between ERNEST O. BAUMANN, a single man, hereinafter called Trustor; and CHARLES B. EVANS, JR., Trustee; and WALTER E. BAUMANN and JEANETTE BAUMANN, his wife, hereinafter called Beneficiaries;

W I T N E S S E T H:

THAT WHEREAS, the Trustor is indebted to the Beneficiaries in the sum of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED and No/100 (\$217,500.00) DOLLARS, lawful current money of the United States of America, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith and made, executed and delivered by the Trustor to the said Beneficiaries, which Note is in the principal sum of \$217,500.00 lawful money of the United States of America, with interest to accrue thereon at the rate of seven (7%) percent per annum.

NOW THEREFORE, the said Trustor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Trustor, or which may be paid out, or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, and further, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the Trustee, his successors and assigns, an undivided one-half interest in and to that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said premises, together with appurtenances unto the said Trustee, and to his successors and assigns, for the uses and purposes therein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the holder or holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustor to said Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced hereby.

The following covenants: One; Two, (existing indebtedness); Three, Four (7%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, and to otherwise protect and preserve the said premises; or permit any waste or deterioration of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by Beneficiaries or their successors or assigns, to the Trustor, or any successor in interest of the Trustor, and any other indebtedness of the Trustor, and any present or future demands of any kind or nature which the Beneficiaries of their successors may have against the Trustor, whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter, also as security for the payment and performance of every obligation, covenant, promise or agreement herein, or in said Note contained.

The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights or remedies hereunder granted, or permitted by law, shall be concurrent and cumulative.

Said Trustor, in consideration of the premises, does hereby covenant and agree, that neither the acceptance nor the existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, or a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustor, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the said Trustor.

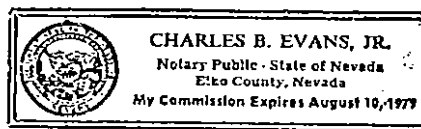
IN WITNESS WHEREOF, the Trustor has hereunto set his hand as of the day and year first hereinabove written.

Ernest O. Baumann
ERNEST O. BAUMANN

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 2nd day of May, 1977, personally appeared before me, a Notary Public, ERNEST O. BAUMANN, who acknowledged that he executed the foregoing instrument.

[Signature]
NOTARY PUBLIC



DESCRIPTION

SITUATE IN THE COUNTY OF EUREKA, STATE OF NEVADA, AS FOLLOWS:

PARCEL 1

TOWNSHIP 26 NORTH, RANGE 48 EAST, M.D.B.&M.

SECTION 13: LOT 4; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 2

TOWNSHIP 24 NORTH, RANGE 48 EAST, M.D.B.&M.

SECTION 13: W $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 14: NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 15: N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 48 EAST, M.D.B.&M.

SECTION 24: SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 48 EAST, M.D.B.&M.

SECTION 3: SW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 24 NORTH, RANGE 48 $\frac{1}{2}$ EAST, M.D.B.&M.

SECTION 13: SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 24: N $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 48 $\frac{1}{2}$ EAST, M.D.B.&M.

SECTION 25: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, LOTS 3 AND 4

SECTION 36: N $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B.&M.

SECTION 18: LOTS 2, 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 19: NE $\frac{1}{4}$ NW $\frac{1}{4}$; LOT 1

TOWNSHIP 26 NORTH, RANGE 49 EAST, M.D.B.&M.

SECTION 6: LOTS 6, 7 AND 8

SECTION 7: LOTS 1, 2, 3 AND 4

SECTION 18: LOTS 1, 2, 3 AND 4

SECTION 19: LOTS 1, 2, 3 AND 4

PARCEL 3

TOWNSHIP 24 NORTH, RANGE 48 EAST, M.D.B.&M.

SECTION 10: W $\frac{1}{2}$ NE $\frac{1}{4}$

TOGETHER WITH all buildings and improvements
situate thereon.

TOGETHER WITH all water, water rights, right to
the use of water, dams, ditches, canals, pipelines,
reservoirs, wells, and all other means for the
diversion or use of water appurtenant to the said
property, or any part thereof.

TOGETHER WITH all existing easements and rights of way benefiting the above described real property, including, but not limited, to all easements and rights of way for ingress and egress to said property.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock upon the Public Domain under what is known as the Taylor Grazing Act, used or enjoyed in connection with said property.

TOGETHER WITH any and all rights in any range improvement project or cooperative agreements constructed on the public domain in cooperation with the Bureau of Land Management, and all other corrals, improvements or structures located on the public domain.

SUBJECT TO all road and utility easements and any and all other easements and rights of way of record.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

RESERVING UNTO the Sellers an undivided 50% interest into any and all mineral rights, oil or gas owned by the Sellers herein lying on, in or over the above described real property.

RECORDED AT THE REQUEST OF Evans & Bilyeu
on May 5 1977 at 31 mins. past 11 A.M. In
Book 59 of OFFICIAL RECORDS, page 64-68, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62961 Fee \$ 7.00

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